IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.468 OF 2004

IN

SUIT NO.1040 OF 2003

Mehmood Sadiq Bhaiji. ... Plaintiff.

vs.

1. Creole Holding Company Ltd. & another. .... Defendants.

Mr.J. Reis i/b. S.H.Karim, for Plaintiff.

Mr.Janak Dwarkadas with D.J.Khambata & D.H.Mehta i/b. M/s.Dhruve Liladhar & Co., for Defendant no.1.

Mr.Sanjay Jain i/b. Mr.P.J.Ranga, for Defendant no.2.

CORAM: D.K.DESHMUKH,J.

DATED: 26th August,2005

P.C.:-

1. This is a Notice of Motion taken out by the Plaintiff. The plaintiff has filed the suit for specific performance of the agreement for sale of immovable property. Admittedly, the agreement for sale on the basis of which the suit has been filed, is an oral agreement of sale.

According to the plaintiff, the agreed consideration was Rs.7,50,00,000/- (Rupees Seven crores and fifty lakhs only). The plaintiff is also not willing to deposit that amount in the Court. In my opinion, therefore, it being an oral agreement for sale, the plaintiff will have to establish it by leading oral evidence and inability of the plaintiff to deposit in the Court the amount of consideration which according to him was agreed upon, the valuable property cannot be locked up by making any interim order. Locking up the valuable property of the defendant by any interim order will result in causing injustice to the defendant. Hence, the Notice of Motion is disposed of.